



**Contract No. NG120000069**

**AMENDMENT NO. 10  
TO  
CONTRACT BETWEEN THE CITY OF AUSTIN  
AND  
CENTRAL TEXAS COMMUNITY HEALTH CENTERS  
FOR PROVISION OF SERVICES UNDER  
RYAN WHITE PART A  
HIV EMERGENCY RELIEF GRANT PROGRAM  
CFDA No. 93.914**

- 1.0** The City of Austin (City) has received a federal Ryan White Part A HIV Emergency Relief Grant from the U.S. Department of Health and Human Services (DHHS), which is administered by the federal Health Resources and Services Administration (HRSA).

On April 5, 2012, the City approved execution of a 12-month contract between the City and Central Texas Community Health Centers, a Texas non-profit corporation (Contractor), for the initial term of March 1, 2012 through February 28, 2013, with four 12-month renewal options.

- 2.0** The City and Contractor hereby agree to amend the above-referenced Contract for the renewal option term of March 1, 2015 through February 29, 2016. There is one remaining 12-month renewal option.
- 3.0** The total Contract amount is increased by seventy thousand dollars (\$70,000) for this renewal option term, resulting in a revised total budget allocation of **(\$1,655,236)** for this 12-month term.

- 4.0** The total Contract authorization, term periods and amounts are summarized below:

Term	Contract Action Amount	Total Contract Amount
Initial term: FY 2012 (03/01/2012 – 02/28/2013)	\$1,564,716	\$1,564,716

Amendment No. 1: First Renewal Term FY 2013 (03/01/2013 – 02/28/2014)	\$543,838	\$2,108,554
Amendment No. 2: Increase for FY 2013 (03/01/2013 – 02/28/2014)	\$814,626	\$2,923,180
Amendment No. 3: Increase for FY 2013 (03/01/2013 – 02/28/2014)	\$122,941	\$3,046,121
Amendment No. 4: Increase for FY 2013 (03/01/2013 – 02/28/2014)	\$83,000	\$3,129,121
Amendment No. 5: Second Renewal Term FY 2014 (03/01/2014 – 02/28/2015)	\$418,642	\$3,547,763
Amendment No. 6: Increase for FY 2014 (03/01/2014 – 02/28/2015)	\$1,178,888	\$4,726,651
Amendment No. 7: Increase for FY 2014 (03/01/2014 – 02/28/2015)	\$52,383	\$4,779,034
Amendment No. 8: Third Renewal Term FY 2015 (03/01/2015 – 02/29/2016)	\$1,274,329	\$6,053,363
Amendment No. 9: Increase for FY 2015 (03/01/2015 – 02/29/2016)	\$310,907	\$6,364,270
Amendment No. 10: Increase for FY 2015 (03/01/2015 – 02/29/2016)	\$70,000	\$6,434,270

**5.0** The following contract documents have been revised and are attached:

5.1 Attachment A: Work Statement

Revised on: \_\_\_\_\_ Vendor: \_\_\_\_\_ Buyer: \_\_\_\_\_

5.2 Attachment B: Performance Measures

Revised on: \_\_\_\_\_ Vendor: \_\_\_\_\_ Buyer: \_\_\_\_\_

5.3 Attachment C: Budget

Revised on: \_\_\_\_\_ Vendor: \_\_\_\_\_ Buyer: \_\_\_\_\_

5.4 Attachment D: Performance and Financial Report Delivery Schedule

Revised on: \_\_\_\_\_ Vendor: \_\_\_\_\_ Buyer: \_\_\_\_\_

- 6.0** In Section G, Budget, remove Paragraph 7 and replace with amended Paragraph 7 as follows:

Contractor agrees to prepare the Budget, attached as Attachment C, with sufficient detail to allow identification of administrative expenses as defined in the HRSA HIV/AIDS Bureau Policy Clarification Notice (PCN) 15-01, *Treatment of Costs under the 10% Administrative Cap for Ryan White HIV/AIDS Program Parts A, B, C, and D*, and other applicable federal guidance. Contractor will provide expense reports, as requested by the City, that track administrative expenses with sufficient detail to permit review of administrative cost elements. Unless the City's Contract Manager has approved a different expenditure cap in advance, administrative expenses will be limited to ten percent (10%) of all Contract expenses.

- 7.0** Contractor is required to develop and maintain administrative safeguards to ensure the confidentiality of all clients, for both electronic and non-electronic records as established in the Health Insurance Portability and Accountability Act (HIPAA) Standards 45 CFR 160 and 164, and to comply with all other current federal, state, and local laws and policies applicable for client confidentiality. Contractor must maintain HIPAA-compliant Business Associate agreements for each entity with whom it may share any protected client data.
- 8.0** Contractor and all subcontractors are expected to vigorously pursue eligibility for other funding sources (e.g., Affordable Care Act [ACA] insurance marketplace, Medicaid, CHIP, Medicare, other state-funded HIV/AIDS programs, employer-sponsored health insurance coverage, and/or other private health insurance, etc.), in order to extend grant resources to new clients and/or additional needed services for existing clients; maintain policies regarding the required process for pursuing medical benefits enrollment for all eligible clients; and document the steps taken to pursue enrollment for all clients, as stated in current HRSA Policy Clarification Notices and pursuant to other HRSA and federal requirements.
- 9.0** Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) goals do not apply to this Contract.
- 10.0** Contractor warrants that neither Contractor nor its principals or officers are currently suspended or debarred from doing business with the United States government as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 11.0** All other terms and conditions remain the same.

**BY THE SIGNATURES** affixed below, this Amendment is hereby incorporated into and made a part of the above-referenced Contract.

**CONTRACTOR:**

**CITY:**

Signature\_\_\_\_\_

Signature\_\_\_\_\_

Print Name \_\_\_\_\_

Print Name \_\_\_\_\_

Title\_\_\_\_\_

Title \_\_\_\_\_

Authorized Representative  
Central Texas Community Health Centers  
15 Waller Street, 5<sup>th</sup> Floor  
Austin, Texas 78702

City of Austin  
Purchasing Office  
P.O. Box 1088  
Austin, Texas 78767

Date \_\_\_\_\_, 2016

Date \_\_\_\_\_, 2016